Licence Agreement

Kaizan Limited · Last updated 28 October 2026 · kaizan.ai/license-agreement/

This is an agreement for the supply by Kaizan Limited of the Kaizan software, which can be used to optimise individuals and teams to provide great client service and increase client retention and growth.

We have posted important information regarding the Kaizan software, and our supply of such software to you, on our website on the following page: https://kaizan.ai/license-agreement/. **Please ensure you read this information before signing this agreement**. By agreeing to these terms of this Licence Agreement, you are also agreeing to be bound by the terms of our privacy policy and (if applicable) the data processing agreement referred to at clause 9 below.

THIS AGREEMENT is effective from the date that you agree to the terms of this licence agreement ("**Effective Date**")

between:

1. **KAIZAN LIMITED** incorporated and registered in England and Wales with company number 13082820 whose registered office is at Runway East, 189 Shaftesbury Avenue, London, England, WC2H 8JR ("**Company**"); and
2. The person or entity taking a licence of the Company's Service("**Licensee**").

BACKGROUND

1. The Company has developed a software platform, made available as a web-based application, a desktop application and through such other applications and interfaces as the Company may make available from time to time, for processing workplace communication and documents to measure and improve client sentiment, revenue and increase user productivity ("**Service**").
2. The Services are under continuous development and improvement.
3. Licensee has requested and Company has agreed to grant Licensee access to its Services.
4. The Company provides the Services to the Licensee on the terms and conditions set out below ("**Agreement**").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Aside from the terms defined above in bold, certain other capitalised terms have special meanings for the purpose of this Agreement, and those meanings are set out below:

"Licensee Data"	means data supplied, input or uploaded by or provided to Company by Licensee or by users authorised by Licensee to use the Service.
"Order Form"	means an ordering document agreed between the parties (including an online order or order confirmation) which specifies the Service to be provided to the Licensee, the subscription term and the fees payable, and which incorporates the terms of this Agreement;
"**Intellectual Property Rights**"	means copyright, design rights, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, goodwill, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in confidential information which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements;

“Virus”	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In this Agreement, unless the context otherwise so requires “including” shall be deemed to mean “including, without limitation” and shall not limit the types or categories to the information or items following such types or categories.

2. USE OF THE SERVICE AND LICENCE

2.1 In consideration of the Licensee’s obligations in this Agreement, and subject at all times to Licensee’s compliance with clause 3, Company hereby grants to Licensee a revocable, non-exclusive, non-transferable, non-sublicensable right and licence to use the Service for its internal business purposes in accordance with the terms of this Agreement.

2.2 Company shall not have any responsibility to restore any lost or damaged Licensee Data.

2.3 The Licensee shall promptly report to the Company, in reasonable detail, any defects, errors or performance issues it identifies in the Service.

3. RESTRICTIONS

3.1 The Licensee shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that:

3.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.1.2 facilitates illegal activity;

3.1.3 depicts sexually explicit images;

3.1.4 promotes unlawful violence;

3.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.1.6 is otherwise illegal or causes damage or injury to any person or property;

and the Company reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee’s access to any material that breaches the provisions of this clause.

3.2 The Licensee shall not:

3.2.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

3.2.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or

3.2.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; or

3.2.2 access all or any part of the Service in order to build a product or service which competes with the Service; or

3.2.3 use the Service to provide services to third parties; or

3.2.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party; or

3.2.5 attempt to obtain, or assist third parties in obtaining, unauthorised access to the Service; or

3.2.6 introduce or permit the introduction of, any Virus into the Company’s network and information systems.

3.3 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify the Company.

3.4 The Service includes features which record, capture or transcribe meetings, calls and other communications, including through the Company’s in-meeting assistant and through the Company’s desktop application. The Licensee acknowledges that laws governing the recording and monitoring of communications vary by jurisdiction, and that certain features of the Service (including the desktop application) do not themselves notify other participants that a recording is taking place. The Licensee shall be solely responsible for, and warrants that it and its authorised users shall: (a) comply with all laws applicable to the recording, monitoring, interception and transcription of

communications in each jurisdiction in which the Licensee, its users or any participant is located; (b) give all notices to, and obtain all consents from, participants that are required under such laws before any recording, capture or transcription takes place; and (c) use the recording features of the Service only where it is lawful to do so. The Company gives no advice and makes no warranty as to whether any particular use of the Service is lawful in any jurisdiction.

4. COMPANY OBLIGATIONS

4.1 The Company undertakes that the Service will be provided with reasonable skill and care.

4.2 The undertaking at Clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to the Company's instructions, or modification or alteration of the Service by any party other than the Company or the Company's duly authorised contractors or agents. If the Service does not conform with the foregoing undertaking, the Company will use its reasonable endeavours to correct any such non-conformance promptly. Such correction constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in Clause 4.1.

4.3 The Company:

4.3.1 does not warrant that the Licensee's use of the Service will be uninterrupted or error-free; or

4.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.4 This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5. INTELLECTUAL PROPERTY

5.1 All Intellectual Property Rights in the Service are expressly reserved to and belong to Company, and the Licensee shall have no rights in respect of the Service except as expressly granted under this Agreement.

5.2 All Intellectual Property Rights created in the supply of the Services, other than Intellectual Property Rights constituting derivatives of the Licensee Data, shall vest in the Company absolutely.

5.3 Licensee shall own all rights, title and interest in and to all of the Licensee Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it.

5.4 Licensee grants Company a non-exclusive, royalty-free licence to use the Licensee Data solely for the purposes of providing the Service to the Licensee. The Company may also: (a) use anonymised technical and usage telemetry derived from the Licensee's use of the Service (such as page-load times, feature usage and interface errors) to maintain and improve the Service; and (b) produce and use aggregated and anonymised statistics and benchmarks derived from use of the Service across the Company's clients; provided in each case that such data contains no personal data and no Confidential Information (as defined below), and that neither the Licensee, its clients, nor any individual can be identified from it.

6. CONFIDENTIALITY

6.1 Company and Licensee shall each:

6.1.1 keep confidential all information concerning the Service and relating to the other party, including but not limited to the Licensee Data and information relating to clients, customers, products, affairs and finances of the other party ("**Confidential Information**");

6.1.2 not disclose the Confidential Information in whole or in part to any other person without the other party's written consent save those of its personnel and representatives involved in development or use of the Service and who have a need to know the same; and

6.1.3 use the Confidential Information solely in connection with the Service and for the purpose of performing its obligations under this Agreement.

6.2 The provisions of clause 6 shall not apply to Confidential Information to the extent that it is:

6.2.1 already known to the receiving party prior to the commencement of this Agreement;

6.2.2 developed by either party at any time independently of the Confidential Information disclosed to it by the other party;

6.2.3 already in the other's possession other than as a result of a breach of a contractual obligation or obligation of confidence;

6.2.4 already in the public domain other than as a result of a breach of a contractual obligation or obligation of confidence; or

6.2.5 required to be disclosed pursuant to any law or regulation from time to time in force or by the rules of any stock exchange or by a court of competent jurisdiction or by any legal or regulatory authority (including the police), provided always that the receiving party shall not so disclose such information without giving the disclosing party a reasonable opportunity to contest such disclosure (where it is lawful to do so).

6.3 Upon expiry or termination of this Agreement for whatever reason, each party shall return, destroy or permanently erase (at the direction of the other party) all of the other party's Confidential Information (excluding the anonymised technical and usage telemetry referred to in clause 5.4) in its possession or control within 30 days of such expiry or termination, save that the parties may retain one copy of any Information that they are reasonably required to retain by law.

7. WARRANTIES

7.1 Each party represents, warrants and undertakes to the other that:

7.1.1 it has the requisite rights, consents, power and authority to enter into this Agreement and to perform fully its obligations hereunder; and

7.1.2 that it has not entered into and will not enter into any arrangement which would restrict or inhibit the exercise by the other party of its rights under this Agreement.

8. DISCLAIMER AND LIABILITY

8.1 To the maximum extent permitted by law, the Service is provided "as is", without warranty of any kind, express or implied, including but not limited to any warranties of merchantability, fitness for purpose and non-infringement of copyright, patent, trade mark, or other right.

8.2 Subject to Clause 8.4, the Company shall not be liable for any indirect, incidental, special or consequential loss or damage, or for any loss of profits, loss of business or business opportunity, depletion of goodwill or reputation, or wasted management time, in each case whether in an action of contract, tort (including negligence), breach of statutory duty or otherwise, arising from or out of the use of or inability to use the Service or from other dealings in the Service.

8.3 Other than as set out in Clause 4.2, the Company shall have no obligation to provide technical or other support to the Licensee, and any support terms agreed between the parties shall be as set out in the applicable Order Form.

8.4 Save for death or personal injury resulting from Company's negligence or liability in respect of fraud or fraudulent misrepresentation, Company's aggregate liability in respect of any claims of any kind (whether in contract, tort (including negligence), breach of statutory duty or otherwise, whether foreseeable or not) in any circumstances whatsoever to the Licensee arising under or in connection with this Agreement, the provision of the Service, or in respect of Licensee's use of the Service or in any circumstances whatsoever for any data loss or corruption shall be limited to 15 times the annualised contract value (being the fees payable under the applicable Order Form, normalised to a twelve-month period).

9. DATA PROTECTION

9.1 The Company will process the Licensee's personal data at all times in accordance with the Company's privacy policy, which can be found here: https://kaizan.ai/privacy-policy/.

9.2 If the Licensee uses the Service in such a way so as to process any personal data of its users or customers, then where the Company processes such data, the Company will be the data processor of the Licensee. In such circumstances, the Company's standard data protection agreement will apply. The data protection agreement can be found here: Data Processing Agreement.

10. INDEMNITY

10.1 The Licensee shall defend, indemnify and hold harmless the Company against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (a) the Licensee's use of the Service in breach of this Agreement, and (b) any claim by a participant in a meeting, call or communication recorded, captured or transcribed by or on behalf of the Licensee using the Service, including any claim that such recording was made without the notice or consent required by applicable law.

10.2 The Company shall defend, indemnify and hold harmless the Licensee against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim that the Licensee's use of the Service in accordance with this Agreement infringes the Intellectual Property Rights of a third party.

11. TERM, TERMINATION AND SUSPENSION

11.1 This Agreement commences on the Effective Date and shall continue for the subscription term set out in the applicable Order Form (including any renewal term agreed in the Order Form) or, where no Order Form has been agreed, until terminated in accordance with this clause 11.

11.2 Either party may terminate this Agreement or any Order Form with immediate effect by giving written notice to the other party if the other party:

11.2.1 commits a material breach of this Agreement which is irremediable or (if remediable) fails to remedy that breach within 30 days of receiving written notice to do so; or

11.2.2 suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, or enters into liquidation, administration or receivership or is subject to any analogous event or proceeding in any jurisdiction.

11.3 The Company may suspend the Licensee's access to the Service if any fees due under an Order Form (other than fees that are the subject of a good-faith dispute) remain unpaid 14 days after the Company has given the Licensee written notice of late payment, until all outstanding amounts have been paid in full. Suspension of the Service shall not relieve the Licensee of its obligation to pay the fees due.

11.4 On termination or expiry of this Agreement for any reason:

11.4.1 the licence granted under clause 2 shall immediately terminate and the Licensee shall cease all use of the Service;

11.4.2 for a period of 3 months from the effective date of termination or expiry, the Company shall, on the Licensee's written request, make the Licensee Data available for export in a commonly used, machine-readable format, after which the Company may delete the Licensee Data in accordance with the Data Processing Agreement; and

11.4.3 the accrued rights and remedies of the parties shall not be affected.

11.5 Any provision of this Agreement which expressly or by implication is intended to survive termination or expiry (including clauses 3.4, 5, 6, 8, 10 and clauses 11.4 and 11.5) shall continue in full force and effect.

12. GENERAL

12.1 This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

12.2 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

12.3 This Agreement sets out the entire understanding between the parties with respect to the subject matter thereof and replaces and supersedes all prior oral and written representations, arrangements and understandings between the parties relating thereto.

12.4 Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the parties and neither of the parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

12.5 If any part of this Agreement is or becomes unenforceable, such part will be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

12.6 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Agreement.

12.7 This Agreement is made and shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising therefrom.

12.8 A person who is not a party to this Agreement shall not have any rights under or in connection with it other than to the extent permitted by law.

12.9 All notices to be given under this Agreement must be in English, in writing and sent to the other party at the address stated at the head of this Agreement (or using such other contact details as either party has notified to the other).

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